

APPENDIX NNI

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APPENDIX NNI

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for interconnection to the Frame Relay Network provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-7STATE** means the above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.4 As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.5 As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.6 As used herein, **SBC-SWBT** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.7 **SBC-7STATE** will interconnect its Frame Relay Network with a CLEC within a LATA. The following provisions shall apply only to Frame Relay traffic when this type of traffic is exchanged between **SBC-7STATE** and CLEC.

2. DEFINITIONS

- 2.1 Frame Relay Service (FRS)

- 2.1.1 A fast packet service that provides the End User customer high-speed access throughput to different Frame Relay End User customer addresses. Using statistical multiplexing, the Frame Relay network enables the End User customer to allocate circuit bandwidth to applications, as needed, rather than assigning fixed channels to specific applications.

2.2 Network to Network Interface (NNI)

- 2.2.1 The interface between two Frame Relay networks. An NNI consists of an NNI port at a Frame Relay node on each network and a transmission facility connecting the two ports. The NNI port connection specifies how the FRS node sends and receives data from a Frame Relay provider's network. The NNI port connection shall be a DS1 interface provisioned for B8ZS and extended super frame (ESF) with a line rate of 1.544 Mbps and, where available from both parties, a DS3 NNI interface with a line rate of 44.736 Mbps shall be used if the packet volume justifies the higher capacity. The NNI port connection must be provided at the same interface speed of the transmission facility used to access the NNI port.

2.3 Logical Links (LL) also referred to as Permanent Virtual Connections (PVC)

- 2.3.1 Logical channels that connect ports on a Frame Relay node or between Frame Relay nodes. PVCs are end-to-end, bi-directional channels that are established and terminated via the service order process. A separate PVC must be established to each location with which the End User customer will transmit or receive data. These PVC channels are virtual because they are established in software tables and do not tie up facilities when not in use. Multiple PVCs can be defined over a single Frame Relay access link, thereby providing, on a single access line, the capability to transmit data to multiple destinations.

2.4 Frame Relay Tandem

- 2.4.1 A Frame Relay node that has predominately NNI to NNI connections or new Frame Relay nodes deployed with exclusive NNI to NNI connections may be designated as a tandem(s) by

SBC-7STATE. **SBC-7STATE** shall provide notification prior to the designation or deployment of a Frame Relay Tandem.

3. INTRALATA INTERCONNECTION

3.1 Both Parties agree to establish two-way Frame Relay interconnection between their respective Frame Relay nodes, where terminations exist, to the mutually agreed upon Frame Relay point(s) of interconnection (POI(s)) and transport facilities within the LATA for the purpose of exchanging Frame Relay traffic. For the interconnection facility portion of the NNI, **SBC-7STATE** shall be responsible for arranging and for absorbing the cost of provisioning within **SBC-7STATE** territory the shorter of either: (a) fifty percent (50%) of the interconnection facility measured by air miles between the NNI ports or (b) twenty-five (25) miles of interconnection facility measured by air miles between the NNI ports. CLEC shall be responsible for the remaining cost. In the event **SBC-7STATE** deploys or designates a Frame Relay Tandem (as defined herein) within fifty (50) airline miles of CLEC's NNI port, CLEC shall have the obligation to interconnect with that tandem(s), if so requested by **SBC-7STATE**. In areas where CLEC has a Frame Relay Node prior to the designation or deployment of a **SBC-7STATE** Frame Relay tandem, the CLEC will interconnect with that Frame Relay tandem within one hundred and eighty (180) days of designation/deployment if so requested by **SBC-7STATE**. If **SBC-7STATE** has a Frame Relay Tandem(s) operational prior to the deployment of a CLEC Frame Relay Node within fifty (50) miles of such tandem(s), then the **SBC-7STATE** may request CLEC to interconnect with the tandem(s) in the initial interconnection. In addition to connecting to the Frame Relay Tandem(s) as described above, CLEC will have the ability to continue to establish NNIs directly to Frame Relay end offices for traffic destined for or originating from End User locations served by Frame Relay nodes in those end offices. Where multiple Frame Relay Tandems are deployed in a single LATA within fifty (50) airline miles of a CLEC NNI port, **SBC-7STATE** will designate the Frame Relay Tandem(s) at which CLEC will need to establish an NNI interconnection from its Frame Relay node.

3.1.1 Upon the request of either Party, such interconnections will be established in each LATA where **SBC-7STATE** has a Frame Relay node and CLEC has a Frame Relay node or point of presence.

- 3.1.2 The Parties agree that IntraLATA Frame Relay Interconnection is for traffic that originates and terminates exclusively between the two Parties within each LATA. IntraLATA Frame Relay traffic between either party and a third party ILEC/CLEC shall be addressed in Section 4.0 below. InterLATA Frame Relay traffic between either Party and a third Party IXC InterLATA provider shall be addressed Section 4 below.
- 3.1.3 The Parties agree to provision the most efficient interface available in the network considering the then forecasted volumes of traffic. Specifically, a DS3 NNI interface where available from both Parties, shall be used if the packet volume is large enough to justify the higher capacity. Each Party will absorb its own costs for DS1 to DS3 conversions that accommodate subsequently recognized growth in the traffic. If the traffic volume exceeds a DS3 at a single Frame Relay node, the Parties will interconnect at additional Frame Relay nodes.
- 3.1.4 The Parties agree to exchange semi-annual NNI interconnection port forecasts (due each January 1 and July 1) and participate in joint planning meetings as necessary to provide for adequate growth of the NNI.
- 3.2 Upon the specific mutual agreement of the Parties particular to identify situations, **SBC-7STATE** will provide the transport for Frame Relay Service between the Parties' respective Frame Relay nodes, as described below in Section 3.2.1. Alternatively, the Parties may agree that CLEC will provide the transport for Frame Relay Service between the Frame Relay nodes of both Parties. Unless otherwise agreed, the providing Party will be compensated for the portion of the facility for which the non-providing Party is responsible for as described in Section 3.1 above. Other network interconnection methods may be used including joint meet point facilities, as agreed to by the Parties.

3.2.1 Leasing of **SBC-7STATE**'s Facilities

- 3.2.1.1 CLEC's leasing of **SBC-7STATE**'s facilities for purposes of Section 3.2 will be subject to the mutual agreement of the Parties. CLEC will provide a written leased facility request that will specify the A- and Z-ends (CLLI codes, where known), equipment and muxing required and provide

quantities requested. Requests for leasing of **SBC-7STATE**'s facilities for the purpose of interconnection and any future augmentations are subject to facility availability at the time of the request.

3.2.1.2 Any request by the CLEC for leased facilities where facilities, equipment, or riser cable do not exist will be considered and **SBC-7STATE** may agree to provide under a Leased Facilities Request (LFR) Process as defined below:

3.2.1.3 A LFR will be submitted by the CLEC in writing and will include a description of the facilities needed including the quantity, size (DS3 or DS1), A- and Z-end of the facilities, equipment and muxing requirements, and date needed.

3.2.1.4 The CLEC may cancel a LFR at any time, but will pay **SBC-7STATE** any reasonable and demonstrable costs of processing and/or implementing the LFR up to the date of cancellation.

3.2.1.5 Within ten (10) business days of its receipt, **SBC-7STATE** will acknowledge receipt of the LFR.

3.2.1.6 Except under extraordinary circumstances, within thirty (30) business days of its receipt of a LFR, **SBC-7STATE** will provide to the CLEC a written response to the request. The response will confirm whether **SBC-7STATE** will offer the leased facilities or not. If **SBC-7STATE** determines it will offer the leased facilities, **SBC-7STATE**'s response will include a LFR quote with the applicable recurring rates and installation intervals.

3.2.1.7 Within sixty-five (65) calendar days of its receipt of the LFR quote, the CLEC must confirm its order. If not confirmed within sixty-five (65) calendar days, **SBC-7STATE** reserves the right to modify or withdraw its LFR quotes.

3.3 Each Party agrees to absorb its own cost of providing Frame Relay NNI and the usage of the NNI, with the exception of the transport facilities

between the Parties Frame Relay nodes. Transport will be provided as described in Section 3.2 above.

- 3.4 Each Party agrees that there will be no charges to the other Party for its own subscribers' PVC. The foregoing does not, either expressly or implicitly, prohibit, restrict, encourage, or otherwise affect the terms and conditions on which each party provides Frame Relay or other services to its End User customers, including, for example, whether to levy charges for PVCs, and at what rate, if any.
- 3.5 The Parties shall provide to each other the physical address end points and data link connection identifiers (DLCIs) for each PVC as necessary for the exchange of Frame Relay Service. The Parties agree to share equally assignment control of DLCIs and quality of service parameters Committed Information Rate (CIR), Committed Burst Size (Bc) and Excess Burst Size (Be)). For any PVC crossing the NNI, the quality of service parameters and the NNI end DLCI must be the same for the PVC provisioned by each Party.-The only allowable protocol for PVC management is Annex D Bi-directional. Over-subscription levels for NNIs shall not exceed two hundred percent (200%).
- 3.6 Frame Relay Tandem(s), changing port interfaces, and converging industry standards may necessitate changes to the technical parameters of this Agreement. The Parties agree to re-negotiate the specific technical parameters associated with NNI as this new and evolving network is developed and deployed.

4. TRANSIT INTRALATA FRAME RELAY INTERCONNECTION

- 4.1 Both Parties may elect to interconnect directly with any and all Frame Relay providers within the LATA and this Agreement does not preclude either Party's option for direct interconnection. If either Party elects not to interconnect directly with a third Party ILEC or CLEC Frame Relay provider with which the Party is exchanging intraLATA Frame Relay traffic, then the Party may purchase Frame Relay service elements (including NNI ports) from the other Party at rates equivalent to the rates below for the purposes of exchanging intraLATA Frame Relay traffic with such third party providers:

4.1.1 PACIFIC's FCC No. 128.

4.1.2 **NEVADA's** FCC No. 1.

4.1.3 **SWBT's** FCC No. 73.

4.2 Each Party has the obligation to identify to the other the DLCI codes assigned to third party CLEC/ILEC IntraLATA Frame Relay providers.

4.3 Transport facilities used for third party Frame Relay Transit Interconnection are to be purchased by the requesting Parties from the other at rates equivalent to the rates set forth in **SBC-7STATE's** Access Transport Tariffs. These transport facilities and NNI ports are separate, and segregated from mutually provided transport facilities and NNI ports used in IntraLATA Frame Relay Interconnection between **SBC-7STATE** and CLEC discussed in Section 3.1 above, unless otherwise agreed by the Parties.

5. INTERLATA FRAME RELAY INTERCONNECTION

5.1 Both Parties may elect to interconnect directly with all IXC InterLATA Frame Relay providers and this Agreement does not preclude either Party's option for direct interconnection. If either Party elects not to interconnect directly with IXC InterLATA Frame Relay providers, then the Party may purchase Frame Relay service elements (including NNI ports) from the other Party at rates equivalent to the rates set forth in **SBC-7STATE's** FCC No. 128 Frame Relay Service Tariff. Each party has the obligation to identify to the other the DLCI codes assigned to third party IXC InterLATA Frame Relay providers.

5.2 Transport facilities used for third party IXC InterLATA Frame Relay Interconnection are to be purchased by the requesting Party from the other at rates equivalent to the rates set forth in **SBC-7STATE's** Access Transport Tariffs. These transport facilities and NNI ports are separate, and segregated from mutually provided transport facilities and NNI ports used in IntraLATA Frame Relay Interconnection between **SBC-7STATE** and CLEC discussed in 3.1 above, unless otherwise agreed by the Parties.

6. PERFORMANCE MEASURE FOR FRAME RELAY

6.1 The Parties agree that the performance criteria set forth in Appendix Performance Measures do not apply to the interconnection of Frame Relay. Following the effective date of this amendment, either party may request to

negotiate performance criteria for Frame Relay Interconnection. During the ninety (90) days following any such request, the Parties shall meet to negotiate mutually acceptable performance criteria for such interconnection. If there are any open issues after such ninety (90) day period, then either Party may submit such issue(s) for dispute resolution under the dispute resolution process set forth in the General Terms and Conditions of this Agreement.

7. RESPONSIBILITIES OF THE PARTIES

- 7.1 The Parties acknowledge and agree that **SBC-7STATE** is agreeing to the terms set forth in Sections 1 through 6 above based upon the FCC's Memorandum Opinion and Order, and Notice of proposed Rulemaking, FCC 98-188 (rel. August 7, 1998) in CC Docket No. 98-147 et al. (98-188), and its requirement that an incumbent LEC must interconnect its packet-switched telecommunications networks under 251(c)(2) of the Act for the Telecommunications Services offered over such networks. By agreeing to the terms set forth in Sections 1 through 6 above, neither Party waives, limits, or otherwise negatively affects its rights to seek review or reconsideration of 98-188 or take the position in any forum, proceeding or negotiations that **SBC-7STATE's** obligation to provide Frame Relay interconnection or CLEC's entitlement to Frame Relay interconnection with incumbent LEC's is other than provided for herein. The Parties acknowledge and agree that the rates, terms and conditions set forth herein for Frame Relay interconnection are subject to any legal or equitable rights of review and remedies by the Parties. The Parties further acknowledge and agree that any reconsideration, clarification, interpretation, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory bodies, courts or regulatory agencies of competent jurisdiction which affects the obligation to provide Frame Relay interconnection or the applicability of such rates, terms or conditions (whether or not the result of any action by either party) will affect the applicability of such rates, terms and conditions to CLEC. In the event that the obligation to establish Frame Relay interconnection under Section 251(c)(2) of the Act, or any of the rates, terms and conditions contained herein, are invalidated, stayed, modified, expanded or otherwise affected by any interpretation or action of any state or federal court or regulatory bodies of competent jurisdiction, specifically including those arising with respect to the Federal Communications Commission (whether from 98-188 or any other proceeding), the Parties shall expend diligent efforts to arrive at an agreement on modifications to Sections 1 through 6 above that reflect any such action. If negotiations fail, disputes between the Parties concerning the

interpretation of the actions required or the provisions affected by such governmental actions or rulings shall be handled under the dispute resolution procedures set forth in the General Terms and Conditions of this Agreement. The Parties further acknowledge and agree that pursuant to the SBC/Ameritech Merger Conditions, approved by the FCC its *Memorandum Opinion and Order*, CC Docket 98-141, rel. (October 8, 1999), SBC/Ameritech is obligated to transition the provisioning of certain Advanced Services, as that term is defined in such Conditions, to one or more separate Advanced Services affiliates under certain conditions. Following SBC/Ameritech's transition of such Advanced Services to its structurally separate affiliate(s), the Parties acknowledge and agree that SBC-7 State shall have no further obligation to interconnect its Frame Relay Network with CLEC and shall have no further obligation to provision Frame Relay interconnection under the rates, terms and conditions set forth herein.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 8.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.